LOOH AH CHUANG & ANOR v. SOO KER SIK & ORS

COURT OF APPEAL, PUTRAJAYA
BADARIAH SAHAMID JCA
HARMINDAR SINGH DHALIWAL JCA
NOR BEE ARIFFIN JCA
[CIVIL APPEAL NO: P-02 (NCC)(A)-1237-06-2018]
30 OCTOBER 2019

CIVIL PROCEDURE: *Originating summons – Oppression suit – Whether appellant conducted affairs of company in manner oppressive or unfairly prejudicing interests of plaintiff – Appellant signed several cheque transactions from company to another company to fulfil agreement for payment of debt – Whether plaintiff was director of company and signatory of agreement and agreed to stand as guarantor for debt – Whether plaintiff author of his own oppression – Whether appellant became director and shareholder of company with sanction of plaintiff and board of directors – Whether allegations against appellants refuted credibly with contemporaneous documents – Whether plaintiff's originating summons disclosed cause of action – Whether there was delay on plaintiff's part in filing suit – Companies Act 2016, s. 346 – Rules of Court 2012, O. 7 r. 3(1)*

The plaintiff had brought an oppression suit at the High Court by way of an originating summons ('OS') against the appellants ('the fifth and sixth defendants') and Kupang Indah Development Sdn Bhd ('the company') and several other defendants pursuant to s. 346 of the Companies Act 2016 ('CA 2016'). The fifth defendant was a director of the company, a developer, from 4 December 2012 until 22 December 2016. The fifth defendant was also one of the directors of the sixth defendant company, an investment holding company. On 9 April 2010, the company and the sixth defendant entered into an agreement entitled 'Agreement for payment of supply of goods' which was signed by the plaintiff and two others on behalf of the company and the fifth defendant and another on behalf of the sixth defendant. The agreement was for the company to repay the outstanding sum of RM595,000 within ten months from the date of the agreement subject to the terms stated therein. The plaintiff, the third defendant and one Liw Theng Yung also signed a letter of guarantee to stand as guarantors of the company for the materials supplied by the sixth defendant. A letter of demand dated 3 November 2011 was subsequently sent demanding payment of the RM595,000 but there seemed to be no further action on this demand. Meanwhile, on 4 December 2012, the fifth defendant became a director and shareholder of the company. He was then a common director of the company and the sixth defendant. The plaintiff had signed the resolution authorising the transfer of shares to the fifth defendant and appointment as director of the company. Subsequently, between the period of 5 May 2014 and 17 August 2015, there were 11 cheque transactions of RM45,000 from the company to the sixth defendant which cheques were signed by the fifth defendant. The

fifth defendant claimed that these were payments made to fulfil the agreement for payment which was a debt owing by the company to the sixth defendant. The plaintiff claimed that although he had signed the said agreement and letter of guarantee for the goods sold and delivered, he had never seen any invoices for the same. The plaintiff then commenced the present action. The High Court Judge ('HCJ') considered that the agreement to pay dated 9 April 2010 between the company and the sixth defendant ('2010 agreement') was suspicious. The HCJ proceeded to make the following orders, *inter alia*, a declaration that the fifth defendant had conducted the affairs of the company in a manner that was oppressive and/or unfairly prejudicing the interests of the plaintiff. The High Court allowed the prayers in the OS and made several consequential orders. Aggrieved with this decision, the fifth and sixth defendants appealed. The fifth and sixth defendants submitted that (i) the plaintiff's OS did not disclose any cause of action. Under O. 7 r. 3(1) of the Rules of Court 2012 ('ROC'), it was mandatory for the plaintiff to provide a statement to identify the cause of action in respect of the claims and not by stating only the reliefs sought; (ii) seven years had passed after the 2010 agreement had been entered before the instant action was brought, thus there was a delay on the plaintiff's part and the plaintiff should be deemed to have acquiesced in the conduct complained of; and (iii) the HCJ had come to an erroneous finding that the fifth defendant had breached his fiduciary duties to the company and that such conduct amounted to oppression against the minority shareholders.

Held (allowing appeal)
Per Harmindar Singh Dhaliwal JCA delivering the judgment of the court:

(1) Order 7 r. 3(1) of the ROC 2012 provides that the originating summons must state in concise fashion the relief or remedy claimed together with sufficient particulars to identify the cause or causes of action. These requirements were sufficiently met in the present case. The OS here contained the heading 'Dalam perkara mengenai s. 346 Akta Syarikat 2016'. It was plain that the plaintiff was mounting an oppression claim as envisaged under s. 346 of the CA 2016. There was no other type of claim under the said provision. Full particulars were provided in the affidavits accompanying the OS. No prejudice was thus caused as all parties were fully aware of what the allegations were and what was being sought. (paras 17 & 18)

(2) There was no positive conduct by the plaintiff which indicated that there had been a waiver or acquiescence by him. In fact, he had been consistent in seeking documents for a period of time which indicated that although there was delay, there was indeed no acquiescence by him. This court was not persuaded on the delay point. (para 23)

(3) When the 2010 agreement was signed, the fifth defendant was not a director of the company. It was actually the plaintiff who was the director of the company at the material time. The plaintiff was even a signatory to the 2010 agreement on behalf of the company and for good measure agreed to stand as guarantor for the debt. The plaintiff was no country bumpkin. By his own admission, he was an experienced businessman who would not willy-nilly sign a letter of guarantee for what he claimed seven years later to be for a dubious agreement. It would be quite a stretch to believe that he was being oppressed or that his interest was being disregarded, or that he was being unfairly incriminated or that he was prejudiced as required under s. 346 of the CA 2016. It was bizarre to think that the plaintiff was the author of his own oppression. (paras 26-28)

(4) The fifth defendant became a director and shareholder of the company with the sanction of the board of directors including the plaintiff. There was certainly no irrefutable evidence to show that the 2010 agreement was not a genuine arms length transaction. In regard to the other allegations of breach of fiduciary duty by the fifth defendant, he had denied signing the cheques and had averred that he was not involved in the operations and management of the company. At best, what was adduced were documents showing that the fifth defendant together with the third defendant had requested for payment from one account to another account of the company. Since the allegations were credibly disputed, it was not open to the HCJ to make the findings as she did without the benefit of cross examination of the deponents. (paras 34 & 35)

(5) The allegations against the fifth and sixth defendants were refuted credibly with contemporaneous documents. There was a whole host of purchase orders, delivery orders and invoices annexed to the affidavits which could not simply be brushed aside without comment. By deciding on the disputed facts in the affidavits and without assigning any reasons for doing so, the HCJ was plainly wrong, not only in the approach adopted, but also the outcome. (paras 32 & 33)

Case(s) referred to:

Kitnasamy Marudapan v. Nagatheran Manogar And Another [2000] 1 SLR(R) 542 ***(refd)***

Lowe v. Fahey And Others [1996] 1 BCLC 262 ***(refd)***

Re A company [1986] BCLC 68 ***(refd)***

Re Senson Auto Supplies Sdn Bhd [1987] 1 LNS 110 HC ***(refd)***

Rinota Construction Sdn Bhd v. Mascon Rinota Sdn Bhd & Ors [2018] 2 CLJ 129 FC ***(refd)***

Saraswathy Devi Nadchatiram v. Vijayalakshmi Devi Nadchatiram [1998] 1 CLJ 1035 CA ***(refd)***

Serac Asia Sdn Bhd v. Sepakat Insurance Brokers Sdn Bhd [2013] 6 CLJ 673 FC ***(refd)***

Legislation referred to:
Companies Act 2016, s. 346
Rules of Court 2012, O. 7 r. 3(1)

Companies Act (Cap 50) [Sing], s. 216
Rules of Court [Sing], O. 7 r. 3

For the appellants - Elson Beh; M/s YC Wong
For the 1st respondent - Chong Tze Yan & Jonathan Toh; M/s Khor, Ong & Co

[Editor's note: Appeal from High Court, Pulau Pinang; Originating Summons No: PA-24NCC-01-06-2017 (overruled).]

Reported by Suhainah Wahiduddin

JUDGMENT

Harmindar Singh Dhaliwal JCA:

[1] This appeal arises from a decision by the High Court at Pulau Pinang given on 17 May 2018. The plaintiff in the High Court had brought an oppression suit by way of an originating summons ("OS") against the appellants here as well as Kupang Indah Development Sdn Bhd ("the company") and several other defendants pursuant to s. 346 of the Companies Act 2016 ("CA 2016"). The High Court had allowed the prayers sought in the OS and made several consequential orders.

[2] Aggrieved with this decision, the appellants here, who were the fifth and sixth defendants below, have now pursued the instant appeal. They contend that the High Court was wrong in granting the orders in the said OS. We were informed that the other defendants had also filed their respective appeals to this court but the appeals were subsequently withdrawn leaving only the instant appeal.

[3] After careful consideration of the written submissions filed by all parties and after hearing oral arguments, we were of the unanimous view that the High Court was plainly wrong in making the orders against the appellants before us. As a consequence, we allowed the appeal and set aside the order of the High Court in relation to the appellants here. Our reasons for doing so now follow and will constitute the judgment of the court. For convenience, the parties will be referred to as they were in the High Court.

Background Facts

[4] The brief facts leading to the filing of the OS, as far as they are relevant to the instant appeal, can be stated as follows. The first defendant company ("the company") was incorporated in 2007 and its principal nature of business was that as a developer. The plaintiff and the second and third defendants were each directors and shareholders of the company having

almost equal equity of 33.333%. The fifth defendant was a director of the company from 4 December 2012 until 22 December 2016. He also held the same equity of 33.333% in the company.

[5] The second and third defendants were also directors of the fourth defendant company which was listed as dormant. The fifth defendant was one of the directors of the sixth defendant company since 10 February 2010. The business of the sixth defendant was listed as "investment holding".

[6] In relation to the matters involving the fifth and sixth defendants, the company on 2 February 2010 had issued purchase orders to the sixth defendant for construction materials. The sixth defendant issued corresponding invoice and delivery orders to the company for the materials ordered. On 7 March 2010, the company issued a second purchase order to the sixth defendant to order more construction materials. Corresponding invoices and delivery orders were issued by the sixth defendant for the materials ordered.

[7] On 9 April 2010, the company and the sixth defendant entered into an agreement entitled "agreement for payment of supply of goods" which was signed by the plaintiff and two others on behalf of the company and the fifth defendant and another on behalf of the sixth defendant. The agreement was for the company to repay the outstanding sum of RM595,000 within ten months from the date of the agreement subject to the terms stated therein.

[8] The plaintiff, the third defendant and one Liw Theng Yung also signed a "letter of guarantee" dated 9 April 2010 to stand as guarantors of the company for the materials supplied by the sixth defendant up to an amount not exceeding RM595,000. A letter of demand dated 3 November 2011 was subsequently sent by Messrs Thomas Loh & Associates demanding payment of the RM595,000 but there seemed to be no further action on this demand.

[9] Meanwhile, on 4 December 2012, the fifth defendant became a director and shareholder of the company. He was then a common director of the company and the sixth defendant. The plaintiff had signed the resolution authorising the transfer of shares to the fifth defendant and appointment as director of the company. There was also a resolution for the change of signatories of the company involving the plaintiff, the third defendant and the fifth defendant as company signatories. It was agreed that for amounts not exceeding RM20,000, only the signature of the third defendant was required. For amounts exceeding RM20,000, the joint signatures of the third defendant and either one of the plaintiff or the fifth defendant was required.

[10] Subsequently, between the period 5 May 2014 and 17 August 2015, there were 11 cheque transactions of RM45,000, from the company to the sixth defendant which cheques were signed by the fifth defendant. The fifth defendant claimed that these were payments made to fulfil the agreement for payment which was a debt owing by the company to the sixth defendant. The plaintiff claimed that although he had signed the said agreement and letter of guarantee dated 9 April 2010 for the goods sold and delivered, he had never seen any invoices for the same.

[11] On 9 September 2016, the fifth defendant resigned as director of the company and disposed of all his shares to the second defendant. The plaintiff then commenced the present action on 5 June 2017.

At The High Court

[12] At the High Court, the learned judge appeared to be unimpressed with the narratives of the fifth and sixth defendants. The learned judge considered that the agreement to pay dated 9 April 2010 between the company and the sixth defendant ("2010 agreement") was suspicious for the reasons set out as follows in the grounds of judgment at p. 24:

> Perkara-perkara yang meragukan dalam transaksi antara defendan pertama dengan defendan keenam ini adalah:
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> (i) lanya bukan amalan biasa dalam transaksi jualbeli barangan untuk pembeli mendepositkan suratan hakmilik tanah dengan penjual sebagai sekuriti. Amalan yang diterima umum ialah pembeli mesti membayar kepada penjual mengikut invois penjual.
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> (ii) Walaupun perjanjian mengatakan defendan pertama harus menyelesaikan bayaran dalam masa 10 bulan, tetapi bayaran ansuran pertama sebanyak RM45,000.00 hanya dibuat pada 5.5.2014. Bayaran itu juga dibuat selepas defendan kelima dilantik sebagai pengarah defendan pertama pada 4.12.2012. Pada masa yang sama juga, defendan kelima juga adalah pengarah defendan keenam. Maka, defendan kelima mempunyai kepentingan yang bertentangan.
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> (iii) Plaintif mengatakan bahawa bekalan bahan binaan pada 2.2.2010 dan 7.3.2010 oleh defendan keenam kepada defendan pertama adalah tidak benar kerana pada masa tersebut tidak ada apa-apa projek yang dijalankan oleh defendan pertama. Tambahan lagi, delivery order defendan keenam tidak menyatakan tempat atau alamat di mana barangan yang kononnya ditempah oleh defendan pertama dihantar. Adalah kes plaintif bahawa penjualan bahan binaan adalah "cover up" untuk transaksi pinjaman wang kerajaan defendan pertama tidak akan mendepositkan 13 lot tanah untuk dipegang oleh defendan keenam.

[13] The learned judge appeared to take the view that the 2010 agreement was not a genuine one and was more likely a money-lending transaction. The learned judge then proceeded to make the following orders in relation to the fifth and sixth defendants:

(i) a declaration that the fifth defendant had conducted the affairs of first defendant in a manner that is oppressive and/or unfairly prejudicing the interests of the plaintiff throughout the period between 4 December 2012 until 22 December 2016;

(ii) a declaration that the fifth defendant breached his fiduciary duties towards the first defendant and the plaintiff throughout the period between 4 December 2012 until 22 December 2016;

(iii) the fifth defendant jointly with second and third defendants do pay the auditor fees to carry out detailed and comprehensive audit exercise for the period between 2011 until to date; and

(iv) a mandatory injunction for the fifth and sixth defendants to deposit with the first defendant all benefits received under the agreement dated 9 April 2010 made between the fifth defendant and first defendant as at the date of the order.

The Instant Appeal

[14] Before us, the decision of the High Court was assailed on a number of grounds. The first ground of attack was that the originating summons ("OS") of the plaintiff did not disclose any cause of action. It was submitted that under O. 7 r. 3(1) of the Rules of Court 2012 ("ROC 2012"), it is mandatory for the plaintiff to provide a statement to identify the cause of action in respect of the claims and not by stating only the reliefs sought.

[15] In this context, reference was made to this court's decision in *Saraswathy Devi Nadchatiram v. Vijayalakshmi Devi Nadchatiram* [1998] 1 CLJ 1035 ("*Saraswathy*") where it was adjudged (per NH Chan JCA) at p. 1042:

> So that an originating summons is just like a pleading in a statement of claim, it must contain a concise statement of the relief or remedy claimed with sufficient particulars to identify the cause of action in respect of which the relief or remedy is claimed. In other words, an originating summons, like a statement of claim, must disclose a cause of action. Therefore, if the summons itself, as in the instant case, does not disclose any cause of action, it can be dismissed.

[16] As the OS in the instant case did not disclose any particulars as to the cause of action but only contained mere reliefs without any background, it was submitted that on this ground alone, the OS should have been dismissed.

[17] In our respectful view, this ground of attack was without merit. Order 7 r. 3(1) ROC 2012 provides that the originating summons must state in concise fashion the relief or remedy claimed together with sufficient

particulars to identify the cause or causes of action. In our assessment, these requirements were sufficiently met in the present case. Unlike the *Saraswathy* case, the OS here contained the heading "Dalam perkara mengenai Seksyen 346 Akta Syarikat 2016". It was plain that the plaintiff was mounting an oppression claim as envisaged under s. 346 of the Companies Act 2016 ("CA 2016"). There was no other type of claim under the said provision.

[18] It is true that relief under s. 346 of CA 2016 can be granted on various grounds as stated but it would be sufficient, in our view, for the full particulars to be provided in the affidavits accompanying the OS. To our understanding, no prejudice was caused as all parties were fully aware of what the allegations were and what was being sought.

[19] In this respect, the Singapore Court of Appeal was faced with a similar issue in *Kitnasamy Marudapan v. Nagatheran Manogar And Another* [2000] 1 SLR(R) 542. The court there decided that the originating summons in that case had complied with O. 7 r. 3 of the Rules of Court (Singapore) (which provision was essentially similar to ours) as there had been a reference in the heading to s. 216 of the Singapore Companies Act (Cap 50) which was equivalent to s. 346 of the CA 2016. For similar reasons, we did not think the appellants here could succeed on this point.

[20] The next challenge was on the ground of delay. It was asserted that seven years had passed after the 2010 agreement had been entered before the instant action was brought. It was contended that the plaintiff had full knowledge of the 2010 agreement and there had been no complaint from him all this while.

[21] In support, it was contended that because of the delay, the plaintiff should be deemed to have acquiesced in the conduct complained of. In this context, the plaintiff relied on the case of *Re Senson Auto Supplies Sdn Bhd* [1987] 1 LNS 110; [1988] 1 MLJ 326 where Edgar Joseph Jr (as he then was) observed (at p. 332):

> Secondly, I noted that the major matters complained about by the petitioners appear to have been spread out over a considerable period of time. It is settled law that delay by petitioners in initiating proceedings after they have realised that they have been victims of a scheme of oppression will induce the court to refuse relief, since this indicates that they have acquiesced in the conduct complained about and their complaints are not therefore made in good faith (see *Re Jermyn Street Turkish Baths Ltd* [1971] 3 All ER 184).

[22] The plaintiff, on the other hand, argued that he could not be faulted for the delay as he was only furnished with the relevant documents after numerous requests had gone unheeded. The plaintiff relied on the Federal Court decision in *Rinota Construction Sdn Bhd v. Mascon Rinota Sdn Bhd & Ors* [2018] 2 CLJ 129; [2018] 1 MLJ 141 as authority for the proposition that mere delay without acquiescence is not a defence in equity.

[23] On this score, although the arguments by the fifth and sixth defendants seemed compelling, we considered that there was no positive conduct by the plaintiff which indicated that there had been a waiver or acquiescence by him. In fact, he had been consistent in seeking for documents for a period of time which indicated to us that although there was delay, there was indeed no acquiescence by him. For these reasons, we were not persuaded on the delay point.

[24] The final ground of challenge was what we considered to be the meat of the matter. The fifth defendant submitted that the learned judge had come to an erroneous finding that the fifth defendant had breached his fiduciary duties to the company and that such conduct amounted to oppression against the minority shareholders.

[25] At the heart of the allegations, and which greatly influenced the learned judge, was that the 2010 agreement was dubious and a sham. In this particular context, it must be noted at the outset that the 2010 agreement was actually an agreement to repay a sum that was already agreed as outstanding. In other words, it was not an agreement for the purchase of materials but rather a mechanism as to how the debt of RM595,000 was to be repaid. The materials would have been supplied much earlier.

[26] It is also significant that when the 2010 agreement was signed, the fifth defendant was not a director of the company. He only became a director two years later. It was actually the plaintiff who was the director of the company when the 2010 agreement was signed. The plaintiff was even a signatory to the 2010 agreement on behalf of the company and for good measure agreed to stand as guarantor for the debt up to the sum of RM595,000.

[27] Now, although the plaintiff may claim that he had not seen any invoices in relation to the debt, it is at least curious as to why he would be signing a guarantee for not an inconsiderable sum of money which the company itself had agreed that it owed to the sixth defendant. The plaintiff was no country bumpkin. By his own admission, he was an experienced businessman who would not willy-nilly sign a letter of guarantee for what he claimed seven years later to be for a dubious agreement.

[28] Now, the learned judge, with respect, failed to take into account all these pertinent facts in arriving at her conclusion. If indeed it was a money lending transaction, then surely the plaintiff would have been complicit in the whole arrangement. It would be quite a stretch to believe that he was being oppressed or that his interest was being disregarded, or that he was being unfairly discriminated or that he was prejudiced as required under s. 346 CA 2016. It would be quite bizarre to think that the plaintiff was the author of his own oppression.

[29] In any case, if this action was in essence an attempt to recover monies wrongly taken out from the company, it would have been more appropriate for any aggrieved party to have initiated a derivative action. We note, as held in *Lowe v. Fahey And Others* [1996] 1 BCLC 262 ("*Fahey*"), that s. 346 of CA 2016 confers a very wide jurisdiction since the provision allows the court to "make any such order as the court thinks fit". This would include, for example, where unfairly prejudicial conduct involves the diversion of company funds (*Fahey*, at p. 268) (see also *Re A company* [1986] BCLC 68). However, we did not think the instant action was one where such an order could be made.

[30] In our view, the present action, in relation to the fifth and sixth defendants, was in effect a backdoor attempt to void a contract which may in fact be time-barred under the Limitation Act 1953. It was compounded by the reference and reliance by this learned judge to highly disputed facts.

[31] It is settled law that when evidence is presented through affidavits and there are disputed facts presented to the court, then, in the absence of an application to cross-examine the deponents, the court should confine itself and decide on the undisputed facts. This principle was reiterated by the Federal Court in *Serac Asia Sdn Bhd v. Sepakat Insurance Brokers Sdn Bhd* [2013] 6 CLJ 673; [2013] 5 MLJ 1 where in speaking for the court, Abdull Hamid Embong FCJ stated at pp. 697-698 (CLJ); p. 17 (MLJ):

> [40] Faced with these credible counter allegations as found in the appellant's opposing affidavit, and in the absence of a *viva voce* enquiry on those disputed facts, the courts below should have ignored those disputed deposition of facts forming the basis of the alleged fraud. The courts in such a situation should only confine themselves and decide the outcome of the case by considering only the incontrovertible facts. In *Tay Bok Choon v. Tahansan Sdn Bhd* [1987] 1 MLJ 433, a case involving a petition for the winding up of a company, with both sides presenting contradicting affidavits, the Privy Council in their advice stated that:
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> > If allegations are made in affidavits by the petitioner and those allegations are credibly denied by the respondent's affidavits, then in the absence of oral evidence or cross-examination, the judge must ignore the disputed allegations. The judge must then decide the fate of the petition by consideration of the undisputed facts.

[32] We would go further to state that when faced with such credible contradictory allegations in the affidavits, the learned judge ought to have suggested to the parties to have the deponents cross-examined on their allegations. With the cross-examination of the deponents, the court would be in a better position to evaluate the competing assertions. In a suitable case, the court could also convert the originating summons to a writ action. Indeed, considering the allegations and the relief being sought, this would have been an appropriate course of action in the present action given the

circumstances. By deciding on disputed facts in the affidavits and without assigning any reasons for doing so, we were constrained to hold that the learned judge was plainly wrong not only in the approach adopted but also the outcome.

[33] In this respect, we noted that the allegations against the fifth and sixth defendants were refuted credibly with contemporaneous documents. There were a whole host of purchase orders, delivery orders and invoices annexed to the affidavits which could not simply be brushed aside without comment. If indeed they were all contrived, as the learned judge appeared to accept, and that this was a money-lending transaction, it does not explain why payments under the said agreement were only made more than two years later. There was certainly more to this than meets the eye and hence the imperative for a *viva voce* enquiry before any conclusions could be made.

[34] As noted earlier, the change of cheque signatories to operate the company's account was done with the approval of the board of directors including the plaintiff. The fifth defendant became a director and shareholder of the company with the sanction of the board of directors including the plaintiff. There was certainly no irrefutable evidence to show that the 2010 agreement was not a genuine arms-length transaction especially in the face of the contemporaneous documents as alluded to earlier.

[35] In regard to the other allegations of breach of fiduciary duty by the fifth defendant, he had denied signing the cheques and had averred that he was not involved in the operations and management of the company. At best, what was adduced were documents showing that the fifth defendant together with the third defendant had requested for payment from one account to another account of the company. Again, since the allegations were credibly disputed, it was not open to the learned judge to make the findings as she did without the benefit of cross-examination of the deponents.

Conclusion

[36] In the circumstances, and for the reasons we have provided, there were merits in the appeal. Accordingly, the appeal was allowed and the order of the High Court in relation to the fifth and sixth defendants in paras. 2, 4, 7, 10 and 17 of the amended OS was set aside. The plaintiff/first respondent was ordered to pay costs of RM20,000 here and below subject to allocator to the fifth and sixth defendants/appellants.